



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

CYNTHIA A. HARDING, M.P.H.
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 240-8117 · FAX (213) 975-1273

www.publichealth.lacounty.gov

September 17, 2013

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 September 24, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



BOARD OF SUPERVISORS

Gloria Molina
First District
Mark Ridley-Thomas
Second District
Zev Yaroslavsky
Third District
Don Knabe
Fourth District
Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO AMEND COUNTY CONTRACT NUMBER PH-002164 WITH THE LOS ANGELES
UNIFIED SCHOOL DISTRICT AND CONTRACT NUMBER PH-002163 WITH THE LOS ANGELES
COUNTY OFFICE OF EDUCATION TO REVISE THE SCOPES OF WORK EFFECTIVE
SEPTEMBER 30, 2013 THROUGH SEPTEMBER 29, 2016
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute contract amendments with the Los Angeles Unified School District and the Los Angeles County Office of Education to revise the scopes of work for the provision of Choose Health LA services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute an amendment, substantially similar to Exhibit I, to County Contract Number PH-002164 with the Los Angeles Unified School District (LAUSD), to include revised scopes of work (SOWs) for the contract term of September 30, 2013 through September 29, 2016, with the corresponding maximum obligation remaining at \$675,000; 100 percent offset by Centers for Disease Control and Prevention (CDC) Community Transformation Grant (CTG) funds.
2. Approve and instruct the Director of DPH, or his designee, to execute an amendment, substantially similar to Exhibit II, to County Contract Number PH-002163 with the Los Angeles County Office of Education (LACOE), to include revised SOWs for the contract term of September 30, 2013 through September 29, 2016, with the corresponding maximum obligation remaining at \$375,000; 100 percent offset by CDC CTG funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

LAUSD and LACOE currently provide Choose Health LA services to increase the number of school districts implementing evidence-based physical education requirements and addressing tobacco prevention, use, and treatment among students with chronic disease risk factors.

Approval of Recommendations 1 and 2 will allow DPH to execute amendments to the contracts with LAUSD and LACOE to revise the SOWs. These revised SOWs provide an updated and refined description of the deliverables, activities, timeline, documentation, and tracking measures that support the overall goal of these contracts. DPH does not have delegated authority to modify the SOWs. All other terms and conditions remain unchanged.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no cost associated with this action. The maximum obligation remains at \$675,000 (\$225,000 per term) for LAUSD, and \$375,000 (\$125,000 per term) for LACOE. Funding has been included in DPH's FY 2013-14 Recommended Budget and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2011, DPH responded to CDC's Funding Opportunity Announcement under the Affordable Care Act 2010, which authorized CTG funds to state and local governmental agencies, tribes, and territories, state or local non-profit organizations, and national networks of community-based organizations for the implementation, evaluation, and dissemination of evidence-based community preventive health activities to reduce chronic disease rates, prevent the development of secondary conditions, address health disparities, and develop a stronger evidence-base for effective prevention programming.

On October 18, 2011, DPH accepted the resulting CDC Notice of Award to implement the CTG Choose Health LA project aimed at preventing chronic disease and reducing health disparities through interventions that create healthy and safe environments as well as improve access to evidence-based clinical preventive services.

County Counsel has approved Exhibit I and Exhibit II as to use.

CONTRACTING PROCESS

On October 18, 2011, your Board delegated authority to the Director of DPH, or his designee, to execute sole source contracts with the LAUSD and LACOE for the provision of Choose Health LA services effective upon the date of execution through September 29, 2012, with an option to extend

The Honorable Board of Supervisors

9/17/2013

Page 3

thereafter for four additional one-year terms through September 29, 2016. On June 27, 2012, DPH executed the sole source contracts with LAUSD and LACOE.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow for the continuation of Choose Health LA services provided by LAUSD and LACOE.

Respectfully submitted,

A handwritten signature in blue ink that reads "Jonathan E. Fielding". The signature is written in a cursive, flowing style.

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

CAH:srp:ev

BL #02745

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Contract No. PH-002164

**CHRONIC DISEASE AND INJURY PREVENTION
CHOOSE HEALTH LA**

Amendment No. 2

THIS AMENDMENT is made and entered into this _____
day of _____, 2013,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and LOS ANGELES UNIFIED SCHOOL DISTRICT
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "CHRONIC DISEASE AND INJURY PREVENTION – CHOOSE HEALTH LA “ AGREEMENT, dated June 27, 2012, and further identified as Agreement No. PH-002164, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term of the Agreement through September 29, 2014 and revise Scopes of Work, and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective September 30, 2013.
2. On the effective date of the Amendment, Exhibits C, D, and E shall be replaced by Exhibit C-1, D-1, and E-1 respectively, attached hereto and incorporated herein by reference.

3. Paragraph 1, TERM, first Subparagraph, shall be revised to read as follows:

“The term of this Agreement shall commence June 27, 2012 and shall continue in full force and effect through September 29, 2013, and shall be extended for a period of twelve (12) months effective September 30, 2013 and shall continue, unless sooner terminated or canceled, in full force and effect through September 29, 2014. The County shall have the option to extend this Contract term up to two (2) additional one-year periods through September 29, 2016. Each such option and extension shall be exercised at the sole discretion of the Direction, which extension shall be memorialized through an amendment to this Agreement upon the condition that the Director receives prior review by the County Counsel.”

4. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be revised to read as follows:

“A. Contractor shall provide services in the manner described in Exhibits A, B, C-1, D-1 and E-1 (Scopes of Work), attached hereto and incorporated herein by reference.”

5. Paragraph 10, INDEMNIFICATION, shall be revised to read as follows:

“10. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor’s acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.”

6. Additional Provision Paragraph 1, ADMINISTRATION, shall be revised to read as follows:

“1. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the

background investigation. County shall perform the background check and bill Contractor for the cost.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

7. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. M.P.H.
Director and Health Officer

LOS ANGELES UNIFIED SCHOOL DISTRICT
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

Contract No. PH-002163

**CHRONIC DISEASE AND INJURY PREVENTION
CHOOSE HEALTH LA**

Amendment No. 2

THIS AMENDMENT is made and entered into this _____
day of _____, 2013,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and LOS ANGELES COUNTY OFFICE OF
EDUCATION (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "CHRONIC DISEASE
AND INJURY PREVENTION – CHOOSE HEALTH LA “ AGREEMENT, dated June 27, 2012, and
further identified as Agreement No. PH-002163, and any Amendments thereto (all hereafter
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term of
the Agreement through September 29, 2014 and revise the Scopes of Work , and make other
hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written
amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective September 30, 2013.
2. On the effective date of the Amendment, Exhibits C, D, and E shall be replaced by
Exhibits C-1, D-1, and E-1 respectively, attached hereto and incorporated herein by reference.

3. Paragraph 1, TERM, first Subparagraph, shall be revised to read as follows:

“The term of this Agreement shall commence June 27, 2012 and shall continue in full force and effect through September 29, 2013, and shall be extended for a period of twelve (12) months effective September 30, 2013 and shall continue, unless sooner terminated or canceled, in full force and effect through September 29, 2014. The County shall have the option to extend this Contract term up to two (2) additional one-year periods through September 29, 2016. Each such option and extension shall be exercised at the sole discretion of the Direction, which extension shall be memorialized through an amendment to this Agreement upon the condition that the Director receives prior review by the County Counsel.”

4. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be revised to read as follows:

“A. Contractor shall provide services in the manner described in Exhibits A, B, C-1, D -1, and E -1 (Scopes of Work), attached hereto and incorporated herein by reference.”

5. Paragraph 10, INDEMNIFICATION, shall be revised to read as follows:

“10. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor’s acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.”

6. Additional Provision Paragraph 1, ADMINISTRATION, shall be revised to read as follows:

“1. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the

background investigation. County shall perform the background check and bill Contractor for the cost.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

7. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. M.P.H.
Director and Health Officer

LOS ANGELES COUNTY OFFICE OF
EDUCATION
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division